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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **CS(COMM) 423/2026**

BEENA GUPTA

.....Plaintiff

Through: Mr. Sanjay Rathi, Mr. Sanchit Jaglan,
Mr. Deepak Khatri and Ms. Akshita Sood,
Advocates.

versus

**M/S ANAND INFRA HEIGHTS PRIVATE LIMITED
& ANR.**

.....Defendants

Through:

CORAM:

HON'BLE MR. JUSTICE VIKAS MAHAJAN

ORDER

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22.04.2026

I.A. 110332026 (for exemption)

1. Allowed, subject to all just exceptions.
2. Application stands disposed of.

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3. The plaint be registered as suit.
4. On filing of process fee, summons be issued to the defendants by all permissible modes.
5. The summons shall indicate that written statement must be filed within thirty days from the date of receipt of summons. The defendants shall also file an affidavit of admission/denial of the documents filed by the plaintiff, failing which the written statement shall not be taken on record.
6. The plaintiff is at liberty to file replication thereto within thirty days



after filing of the written statement. The replication shall be accompanied by affidavit of admission/denial in respect of the documents filed by the defendants, failing which the replication shall not be taken on record.

7. It is made clear that any unjustified denial of documents may lead to an order of costs against the concerned party.

8. Any party seeking inspection of documents may do so in accordance with the Delhi High Court (Original Side) Rules, 2018.

9. List before the learned Joint Registrar for completion of service, pleadings, admission/denial of documents and marking of exhibits on 04.08.2026.

10. List before Court for framing of issues on the date to be assigned by learned Joint Registrar.

I.A. 11032/2026 (under Order XXXIX Rule 1 and 2 read with Section 151 CPC by the plaintiff for interim relief)

11. The present suit has been filed by the plaintiff praying for a decree of specific performance in respect of agreement to sell dated 12.07.2022.

12. It is stated that defendant no.1 is the owner of property bearing no. A-2, South Extension Part-II, New Delhi -110049 measuring 249 Sq. Yds. (hereinafter referred to as 'property').

13. Defendant no.1 entered into an agreement to sell dated 12.07.2022 with the plaintiff for sale of first floor with two car parking space in the Stilt area of the building proposed to be constructed at the aforesaid property along with 22.5% undivided, indivisible and impartible share of ownership right in the land underneath in the property (hereinafter 'the suit property'). The total sale consideration was agreed as Rs.3,25,00,000/-, out of which plaintiff paid a sum of Rs.50,00,000/- as earnest money. The balance



amount of Rs. 2,75,00,000/- was to be paid at the time of handing over of vacant physical possession of the suit property.

14. Mr. Sanjay Rathi, learned counsel appearing on behalf of the plaintiff submits that earlier on the aforesaid property an old structure was standing, which was demolished and defendant no.1 undertook construction of the proposed building. However, the entire building has not yet been constructed.

15. He submits that despite the plaintiff consistently pursuing with defendant no.1, the property has not been completed and the vacant physical possession of the portion purchased by the plaintiff has not been handed over to the plaintiff. Mr. Rathi submits that the plaintiff was, however, given to understand that on account of delay, the defendants will compensate the plaintiff to an extent of Rs.10 Lacs, which will be adjusted in the balance sale consideration.

16. Mr. Rathi submits that the plaintiff has always been ready and willing to perform her part of the contract under the aforesaid agreement to sell. Further, plaintiff also has the requisite funds. He, on instructions, submit that balance sale consideration will be deposited by the plaintiffs in this Court within a period of six weeks. He, however, submits that there is grave apprehension that the defendants might create third party interest in the suit property.

17. Having regard to the averment made in the application as well as the submissions articulated by Mr. Rathi, this Court is of the view that plaintiff has made out a *prima facie* case for grant of interim relief. The balance of convenience is also in favour of the plaintiff. I am of the view that if interim protection is not granted till the next date of hearing, the plaintiff will suffer



irreparable loss.

18. Accordingly, subject to the plaintiff depositing balance sale consideration of Rs.2,75,00,000/- in this Court, in terms of the circular No. 326/C-11/Cash-II/DHC dated 10.02.2026, within six weeks from today, the defendant no.1 and its Directors/Agents etc. including defendant no.2, are restrained from creating any third party interests in the first floor along with two car parking space in the stilt area of the proposed building to be constructed on the suit plot/property as well as 22.5% share in the land underneath, till the next date of hearing.

19. The defendants will be at liberty to apply for variation, vacation or modification of this order, if necessary.

20. Provisions of Order XXXIX Rule 3 CPC be complied with *qua* the defendants within a period of two weeks from today and affidavit of compliance be filed within a period of one week thereafter.

21. The defendants may file reply to the application within a period of four weeks. Rejoinder thereto, if any, be filed before the next date of hearing.

22. List before the learned Joint Registrar for completion of service and pleadings on 04.08.2026.

23. List before Court on the date to be assigned by the learned Joint Registrar.

VIKAS MAHAJAN, J

APRIL 22, 2026/jg